

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:

P.O. Box 420603
San Francisco CA 94142-0603

TRAVEL AND SUBSISTENCE PROVISION

FOR

OPERATING ENGINEER (HEAVY & HIGHWAY WORK),
OPERATING ENGINEER (BUILDING CONSTRUCTION),
STEEL ERECTOR & FABRICATOR
(OPERATING ENGINEER - BUILDING CONSTRUCTION),
STEEL ERECTOR AND FABRICATOR
(OPERATING ENGINEER - HEAVY & HIGHWAY WORK),
PILE DRIVER
(OPERATING ENGINEER - HEAVY & HIGHWAY WORK),
PILE DRIVER
(OPERATING ENGINEER - BUILDING CONSTRUCTION),
TUNNEL / UNDERGROUND
(OPERATING ENGINEER - HEAVY & HIGHWAY WORK)

IN

ALAMEDA¹, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA,
CONTRA COSTA¹, DEL NORTE, EL DORADO, FRESNO, GLENN,
HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIN¹,
MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA,
NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO,
SAN FRANCISCO¹, SAN JOAQUIN, SAN MATEO¹, SANTA CLARA¹,
SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO¹, SONOMA,
STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE,
TUOLUMNE, YOLO AND YUBA COUNTIES

¹County not covered by Operating Engineer (Building Construction), Steel Erector and Fabricator (Operating Engineer - Building Construction), and Pile Driver (Operating Engineer - Building Construction).

23-63-1

2006 - 2010

MASTER AGREEMENT

For NORTHERN CALIFORNIA

Between

**OPERATING ENGINEERS LOCAL UNION NO. 3
of the International Union of Operating Engineers, AFL-CIO**

and

**ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC.
ASSOCIATION OF CONSTRUCTION EMPLOYERS
ASSOCIATION OF ENGINEERING CONSTRUCTION EMPLOYERS
ENGINEERING AND UTILITY CONTRACTORS ASSOCIATION
INDUSTRIAL CONTRACTORS UMIC, INC.**

R E C E I V E D

Department of Industrial Relations

OCT 19 2006

Div. of Labor Statistics & Research
Chief's Office

dollars (\$5,000.00). In order to obtain the benefits of this paragraph, a Heavy Duty Repairman must provide the Individual Employer with an inventory of his tools at the time he commences work and additional inventory whenever the Heavy Duty Repairman acquires additional tools.

08.01.01 Heavy Duty Repairmen shall furnish their own hand tools, but special tools shall be furnished by the Individual Employer as needed, such as: pin presses, spanner wrenches, air or electric wrenches, testing and measuring devices other than a hand rule, gear and bearing pullers, electric drills, reamers, taps and dies, oxy-acetylene hoses, gauges, torches and tips, torque wrenches, twenty-four-inch (24") pipe wrenches or socket wrenches, and sockets requiring over three-quarter-inch (3/4") drive, box-end wrenches over 1" and open-end wrenches over 1". Heavy Duty Repairmen and/or the Registered Apprentices shall be entitled to a tool pick-up time before the end of each shift, which shall not be less than five (5) minutes or more than fifteen (15) minutes.

08.02.00 *Transportation.* No Employee covered by this Agreement shall, as a condition of employment, furnish transportation within the jobsite or between jobsites, or from yard to jobsite for transportation of Employees or tools or equipment or for any other purpose.

08.02.01 When the Individual Employer transports Employees from yard to jobsite, or within jobsite, or to power lines or pipelines, he shall provide safe and suitable transportation.

08.02.02 When the access to where the work is being performed (at a job or project or within a job or project) is unsuitable, or no parking facilities are provided within a five-minute walk from where the Employees' work is being performed, the Individual Employer shall transport the Employees to and from where the Employees' work is to be performed, and such transport shall be one-half on the Individual Employer's time and one-half on the Employees' time.

08.02.03 Where free parking is not available, parking places or parking facilities will be provided by the Individual Employer for the Employees at no cost to the Employees. If the Employee must pay for parking the Individual Employer shall reimburse the Employee for each parking expenditure; provided, however, the Individual Employer may require the submission of dated and signed receipts. Such receipts may be turned in weekly or on termination of employment whichever is sooner.

08.02.04 The transportation, by means of its own power, of equipment and the loading and unloading of equipment of the type or kind operated by Employees covered by this Agreement shall be performed by Employees covered by this Agreement.

08.03.00 *Facilities.* The Individual Employer agrees to furnish suitable shelter and protection to protect the Employees from falling material and from the elements (including, but not limited to, dust, heat, rain and cold).

08.03.01 On all jobs, clean drinking facilities and cool water shall be provided the Employees by the Individual Employer.

08.03.02 Suitable, adequate and sanitary toilet facilities shall be provided on all jobs.

08.04.00 *Employee Bonds.* No Employee shall be required by Employer or any Individual Employer to deposit a cash bond with the Employer or the Individual Employer or any other person. In the event that a surety bond is so required, the Employer or the Individual Employer shall pay the premium upon said bond.

09.00.00 *SERVICING OTHER CRAFTS*

09.01.00 Employees on a particular project and assigned to work with a craft or crafts temporarily shall not be entitled to any of the conditions of the craft or crafts. "Temporarily" shall be interpreted as meaning any work performed in a single day of four (4) hours or less.

09.02.00 When Employees covered by this Agreement are employed on a job or project where another craft or crafts work a shorter day or shorter week, such Employees affected shall be afforded the opportunity to earn an amount equal to a full shift, full day or full week, as the case may be, at the applicable straight-time wage rate.

09.03.00 When Employees perform work covered by this Agreement in support of another craft that receives over-time for any period of time between 8:00 a.m. and 4:30 p.m., Monday through Friday, they shall be compensated on the same basis.

09.04.00 Combination mixer and compressor operator on gunite work shall be classed as servicing a Specialty craft or crafts.

10.00.00 ADDITIONAL RESPONSIBILITY

10.01.00 Working Leadman. When an Individual Employer employs more than one (1) Heavy Duty Repairman and less than five (5) Heavy Duty Repairmen on any shift, and if a Heavy Duty Master Mechanic or Heavy Duty Repairman Foreman is not employed on such shift, then in lieu of such supervision one (1) Heavy Duty Repairman shall be a working Leadman and his straight-time hourly wage rate shall be that of Group 4, set out in Section 01.03.00 plus fifty cents (\$.50) per hour.

10.02.00 Payment of Wages. Each Employee shall be paid his wages in full each week promptly after the close of his shift on payday and on the jobsite. The wages of Employees, who are terminated, shall be due and payable in full at the time of termination. Employees quitting or resigning shall be paid in accordance with the laws of the State of California. Accompanying each payment of wages shall be a separate statement identifying the Individual Employer, and showing the total earnings, the amount of each deduction, the purpose thereof and net earnings.

10.02.01 Habitual violations of this Section will subject the Individual Employer to penalties as may be determined by the Board of Adjustment.

10.03.00 Work at More Than One Rate. If more than one (1) straight-time hourly rate is applicable to the work performed by an Employee during his regular shift or on overtime, his pay shall be computed at the highest straight-time hourly rate, or overtime as the case may be, applicable to the work, equipment, area, location and classification for the full shift and for all the overtime due in any workday, Saturday, Sunday or holiday.

10.03.01 No Employee receiving a higher rate of pay or better conditions by reason of an existing contract with another employer association or Employer and the Union shall suffer a reduction of pay or loss of conditions by reason of the execution of this Agreement.

10.03.02 No Employee receiving a higher rate of pay or better conditions by reason of an existing contract with another employer association or Employer and the Union shall suffer a reduction of pay or loss of conditions by reason of such association becoming an Employer or his Employer becoming an Individual Employer and the Employee becoming an Employee hereunder.

11.00.00 SUBSISTENCE AND TRAVEL, RENTED EQUIPMENT

11.01.00 On any job, location or project located more than thirty-five (35) miles from the permanent yard of the Individual Employer, Operating Engineers employed by an Individual Employer who is regularly engaged in the business of renting hoisting equipment (except cranes), gradalls, truck-mounted pavement breakers, or truck-mounted earth augers, on a fully operated basis, shall receive in addition to their regular and overtime wages a daily subsistence as follows:

Effective June 16, 1998 — \$20.00

11.01.01 Any crane rental work to be performed on a fully operated basis shall be performed under the wage rates, fringe benefit rates and all other terms and conditions of the existing Master Agreement for Equipment Rental.

11.01.02 Within thirty (30) days of the execution of this Agreement, any such Individual Employer having more than one (1) yard shall notify the Union, in writing, of the location of his permanent yard, or permanent yards. Such locations can be changed once each year by giving written notice to the Union. Such payments for subsistence shall be excluded from the wages of the Employee for the purpose of the Fair Labor Standards Act.

11.01.03 No subsistence shall be paid on any job when the Employee's time starts and ends at the Individual Employer's permanent yard without any break in compensable hours except for meal periods.

11.02.00 On jobs on which an Employee does not receive subsistence, the understanding of the undersigned parties is as follows:

11.02.01 An Employee shall not receive travel time or travel expense except under 11.03.00 and 11.04.00 below.

11.03.00 Travel Expense. Where the Employee is transported on the Individual Employer's equipment, travel expense shall not be due.

11.03.01 Travel expense will be paid when moving cranes from yard to job, job to yard and job to job when crane is not returned to its original starting point at the end of the day, and when the Employee receives travel time under 11.04.00.

11.03.02 Travel expense, when due an Employee furnishing his own transportation shall be paid at the rate of twenty-five cents (\$.25) per mile and the Individual Employer shall also pay bridge, ferry or toll fares involved; provided that no Employee shall be required to furnish the means of transportation as a condition of employment.

11.04.00 *Travel Time.* On any day on which an Employee is required to report to the yard, the Employee's time will start at the yard. On any day on which the Individual Employer requires an Employee to return to the yard and when, absent a pre-arrangement to cover transportation under 11.03.01, an Employee is required to report to the yard on that date, an Employee's time will end at the yard.

12.00.00 FRINGE BENEFITS

12.01.00 *General Provisions.* The Individual Employer will make the following payments for each hour worked or paid each Employee by an Individual Employer covered by this Agreement. Such payments shall be paid by each Individual Employer for each hour worked or paid each Employee of such Individual Employer on or before the 15th day of the month following the month in which such Employee was employed by such Individual Employer, and an Individual Employer shall be delinquent if such Individual Employer's Report and payment is not received by the bank before midnight of the 25th day of that month. All such payments shall be made at Alameda, California, at the time (as set forth above) and in the manner provided for by the applicable Employer Union Trust Agreement creating a Trust or, if not a Trust, at the time and in the manner provided for in this Agreement. Each Individual Employer is bound by all the terms and conditions of each Trust Agreement and any amendment or amendments thereto which are incorporated by reference herein. The Union and the Employer agree that these plans are and have been defined contribution plans.

12.02.00 *Health and Welfare and Sick Benefits.* Each Individual Employer covered by this Agreement shall pay into the Operating Engineers' Health and Welfare Trust Fund for Northern California according to the following schedule:

Effective June 27, 2005 — Six dollar and twenty-three cents (\$6.23)

Effective June 26, 2006 — Six dollar and fifty-eight cents (\$6.58)

Effective June 26, 2006, two cents (\$.02) of the six dollars and fifty-eight (\$6.58) shall be paid to Addiction Recovery Program, Inc. ("ARP"). This payment shall be in addition to money the Health and Welfare Fund currently provides ARP.

12.02.01 If a National Health Act or State Health Care Act is enacted, the parties shall meet to eliminate any duplicate benefits and duplicate cost to the Individual Employer. If the Individual Employer's total benefit cost for providing Health and Welfare benefits to Employees is reduced because of a change in the law, the Union may allocate to wages and/or fringe benefits any savings beyond that necessary to restore eleven cents (\$.11) to the Operating Engineers' Pension Trust Fund's margin.

12.03.00 *Pensioned Health and Welfare.* Each Individual Employer covered by this Agreement shall pay into the Pensioned Operating Engineers' Health and Welfare Trust Fund according to the following schedule:

Effective June 27, 2005 — One dollar and eighty-nine cents (\$1.89) per hour

Effective June 26, 2006 — Two dollar and fourteen cents (\$2.14) per hour

12.04.00 *Pension.* Each Individual Employer covered by this Agreement shall pay into the Operating Engineers' Pension Trust Fund according to the following schedule:

Effective June 26, 2006 — Five dollars (\$5.00) per hour

12.04.01 Each Individual Employer covered by this Agreement shall pay into the Operating Engineers' Pension Trust Fund according to the following schedule for Apprentices effective June 26, 2006:

1st Period — \$3.40 per hour

2nd Period — \$3.40 per hour

3rd Period — \$3.40 per hour

4th Period — \$3.40 per hour

12.14.00 Security for Payments. Each Individual Employer delinquent one (1) or more months in making the payments set forth in Section 12.00.00 shall be notified by mail by the Fund Manager of the Trust or Trusts applicable of such delinquency. Copies of such notices shall be sent to the Employer and to the Union.

12.14.01 Each such delinquent Individual Employer shall within five (5) days of the receipt of such notice (Certified Mail) pay the delinquent amount in full or make other suitable arrangements acceptable to the Delinquency Committee of the Pension Trust Fund for payment. Such amounts owing are to be determined by the Fund Manager of the various Funds. The Committee shall notify the Employer of any such arrangements which may be made.

12.14.02 If an Individual Employer fails to pay the delinquencies as determined by the Fund Manager in the time provided in 12.14.01, or fails to make other suitable arrangements for payment acceptable to the Union, it shall not be a violation of this Agreement so long as such delinquency continues, if the Union withdraws the Employees who are subject hereto from the performance of any work for such Individual Employer and such withdrawal for such period shall not be a strike or work stoppage within the terms of this Agreement. In the event that any Employees of any Individual Employer shall be withdrawn pursuant to any similar clause in any agreement between the Individual Employer and any other labor organization, then the Union may respect such withdrawal, and for the period thereof, may refuse to perform any work for such Individual Employer, and such refusal for such period shall not be a violation of this Agreement.

12.14.03 Any Employees so withdrawn or refusing to perform any work as herein provided shall not lose their status as Employees but no such Employee shall be entitled to claim or receive any wages or other compensation for any period during which he has been so withdrawn or refused to perform any work.

~~13.00.00 STEEL FABRICATING AND ERECTING WORK~~

Manning under this Section 13.00.00 shall be as provided in Section 07.00.00, "MANNING," except tank erection work or structural steel work which shall be manned as provided in this Section 13.00.00 and 01.03.02. Employees performing work in classifications not set forth in Section 01.03.02 shall be considered support Employees, and shall be paid at the wage rates for the classifications set forth in Section 01.03.00, and shall work under the terms and conditions contained in the main body of this Agreement excluding this Section 13.00.00.

13.01.00 Only Employees manning hoisting equipment working four (4) hours or more in support of a crew or crews consisting of four (4) men or more of the crafts listed below shall be covered by and under this Section 13.00.00:

- (1) International Association of Bridge, Structural and Ornamental Iron Workers Union,
- (2) International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths and Helpers,
- (3) United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada,
- (4) International Brotherhood of Electrical Workers.

13.01.01 This Section 13.00.00 shall cover all work of the Individual Employer in the geographical area as described in 02.07.00 of this Agreement and the classifications set forth in this Section and any new classifications added under Section 20.00.00 of this Agreement in Northern California. If Individual Employers perform work covered by this Section 13.00.00 in the State of Hawaii, such work shall be covered by this Section.

13.01.02 The provisions of this Section 13.00.00 with respect to the work covered by this Section to the extent they differ from any specific provision in this Agreement shall supersede such provision and this Section as to such provision shall control.

13.02.00 Coverage. This Section 13.00.00 shall cover and apply only to hoisting work performed and power-operated equipment customarily operated by the Union in conjunction with the crews of the International Association of Bridge, Structural and Ornamental Iron Workers Union, with the International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths and Helpers; or with the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, or with the International Brotherhood of Electrical Workers.

13.03.00 Wages and Classifications. Employees performing work covered by this Section 13.00.00 shall be employed in the classifications and at the wage rates set forth in Section 01.03.02 including such additions as may be made in accordance with Section 20.00.00 of this Agreement.

shall be paid for all hours over ten (10) Monday through Friday, and over eight (8) hours on Saturdays, Sundays and holidays shall be double (2) time.

13.05.11 When Employees covered by this Section are employed to service another craft or crafts that work a shorter day or shorter week, such Employees shall be afforded the opportunity to earn an amount equal to a full shift, full day or full week, as the case may be, at the applicable straight-time wage rate.

13.05.12 When Employees perform work covered by this Section in support of another craft that receives overtime for any period of time between 8:00 a.m. and 4:30 p.m., Monday through Friday, they shall be compensated on the same basis.

13.06.00 *Subsistence, Travel Time, Travel Expenses.* Employees covered by this Section 13.00.00 shall be compensated at the rate of twenty dollars (\$20.00) per each workday as subsistence pay (in addition to their regular compensation) when employed on any job more than thirty-five (35) road miles by the shortest normally traveled route from the Employee's "basing point". The Employee's "basing point" shall be the Job Placement Center (i.e., which has historically been servicing the area where the job or project is located), provided that when an Employee is transferred to a job or project his "basing point" shall be the permanent yard or shop of the Individual Employer to which such Employee is regularly assigned, and provided further that when an Employee is terminated or quits from the employ of the Individual Employer and is rehired by letter in accordance with the Job Placement Regulations of this Agreement, within thirty (30) working days by the Individual Employer at another job or project, then the permanent yard or shop of the Individual Employer to which such Employee was regularly assigned when he was terminated or quit shall be considered such Employee's "basing point". Such compensation shall be paid for the duration of the job.

13.06.01 Within thirty (30) days of the execution of this Agreement any Individual Employer having more than one (1) yard or shop within the area covered by this Section shall notify the Union in writing of which locations are to be deemed "permanent" under the foregoing, and similarly, upon establishing his first such yard or shop.

Such locations can be changed once each year by giving written notice to the Union.

13.06.02 It is understood that a day is a working day if the Employee is required by the Individual Employer to report to the jobsite and is prevented from working due to conditions beyond said Individual Employer's control. (Example: rainy days, or days when steel is not available, etc.)

13.06.03 On Saturday, Sunday and holidays, when work is not performed on these days, no such expenses will be paid, except as provided in 13.06.02.

13.06.04 When a job is of one (1) day's duration and the Employee is paid (or furnished) transportation and is paid his total travel time to and from the yard or shop and the job he shall not, in addition, be paid subsistence.

13.06.05 *Travel Time.* On jobs not subject to 13.06.00, an Employee shall not receive travel time unless he is engaged in equipment transportation. On such jobs, unless transportation is made available to the Employee or the Employee is paid travel expense for the first and last day, an Employee's time shall begin and end at the yard or shop.

13.06.06 On jobs subject to 13.06.00, travel time, at the rate of thirty-five (35) miles per hour from the first day of employment there, and for returning from the job on the day employment there terminates, provided that all travel time, except equipment transportation, which by the direction of the Individual Employer is performed during overtime hours, shall be computed at straight time.

13.06.07 *Travel Expense.* Where the Employee is transported to and/or from the job on equipment furnished by the Individual Employer, travel expense shall not be due.

13.06.08 On jobs subject to 13.06.00, Employees shall be paid travel expense from the yard or shop to job and return on the first and last days of employment there, respectively at the rate of twenty-five cents (\$.25) per mile, and the Individual Employer shall also pay any bridge, ferry or toll fares involved.

13.06.09 *Payment of Subsistence, Travel Time and Travel Expense.* An Employee shall be paid (when due under 13.06.00 of this Section 13.00.00) subsistence, travel time, and transportation expense on each separate job; provided that, in the cases of Employees who are "transferred" or "terminated or quit and rehired" by letter in accordance with the Job Placement Regulations of this Agreement, within thirty (30) working days by the Individual Employer at another job or project, the distances applicable in the case of travel time and travel expense shall be those from the last job to the next (rather than between yard or shop and job).

13.06.10 Travel time and travel pay shall be due "going and returning" only in the case of Employees who work to the completion of the job or who are terminated by the Individual Employer. An Employee who quits the job prior to its completion shall be due neither travel time nor travel expense for "returning".

13.06.11 Subsistence, travel time, and travel expense (when due under 13.06.00) shall be paid by separate check, weekly, and the Employee shall be furnished with a sufficient statement thereof.

14.00.00 ~~PILEDIVING~~

14.01.00 Employees working in conjunction with a crew (a crew shall consist of four [4] workers of whom one [1] shall be a Foreman) of Piledrivers and four (4) hours or more on any shift shall be covered by and under the provisions of Section 14.00.00. In addition, if any crew in any Agreement the Employer is a party to, or becomes a party to, is reduced below four (4) workers, this Section 14.00.00 shall also apply.

14.01.01 The provisions of this Section 14.00.00 with respect to the work covered by this Section to the extent they differ from any specific provision in this Agreement shall supersede such provision and this Section as to such provision, shall control.

14.01.02 *Work Covered.* The operation, repair and maintenance of engines and machinery and the operation of deck engines in connection with piledrivers and derrick barges engaged in the following work shall be performed by Employees working under this Agreement:

- (1) The driving by steam, electric, hydraulic, drop hammer, bodine hammer, or any other device used, staying, capping, pulling and cutting off of all pre-cast concrete piles, pile jackets, composite piles, cast-in-place piles, and any and all pre-cast structural shapes and units, the setting of which is performed with power equipment or piledriving and setting equipment.
- (2) The placing, framing, driving (by steam, hydraulic, electric, drop hammer, bodine hammer or any other device used), fastening, capping and pulling of piling of every kind.
- (3) The construction of wharves, decks, trestles, viaducts, bridges and similar structures, up to and including the decks thereof. The construction of substructures of underpasses, subways, overhead crossings, pre-cast bulkheads, and other similar structures where piledriving or other derrick equipment or other power-operated equipment customarily operated by the Union is used. The building of ferry slips, cofferdams, open cribs, caissons, dry docks and marine railways and in the construction and erection of towers, bunkers and other similar structures necessary for the completion of the above-mentioned projects.
- (4) The moving and placing of heavy machinery, boilers, tanks, guns and similar masses when and where hoisting and portable equipment is used. This work shall be done, when necessary and expedient, in conjunction with machinery mechanics from other crafts.
- (5) The wrecking and dismantling of all structures covered by (1) through (4).

14.01.03 *Wages and Classifications.* Employees performing work covered by this Section 14.00.00 shall be employed in the classifications and at the wage rates set forth in Section 01.03.03 including such additions as may be made in accordance with Section 20.00.00 of this Agreement. Employees performing operation, maintenance and repair of equipment not set forth by classification in Section 01.03.03 shall be considered support Employees, and shall be paid at the wage rates for the classifications set forth in Section 01.03.00, and shall work under the terms and conditions contained in the applicable Sections outside of this Section 14.00.00.

14.01.04 *Fringe Benefits.* Benefits applicable to Employees working under the provisions of this Section 14.00.00 shall be the same as those set forth in Section 12.00.00 of this Agreement.

NOTE: If at any time during the life of this Agreement, the overtime provisions in the Master Labor Agreement between the Associated General Contractors of California and Piledrivers Local Union No. 34 are modified with respect to this Section or Section 14.02.06 to provide for a different rate of overtime, then this Section and/or Section 14.02.06 shall be modified accordingly.

14.02.08 On off-shore work, all time spent in travel from shore shall be portal to portal and compensated at an amount equal to the straight-time rate.

14.03.00 *Subsistence, Travel Time, Travel Expenses.* Subsistence, travel time, and travel expenses shall be paid in accordance with applicable Section of the Master Labor Agreement between the Associated General Contractors of California, Inc., and the Piledrivers, Divers, Carpenters, Bridge, Wharf and Dock Builders, Local No. 34. In the event the Employer is unable to reach a new agreement or is no longer bound to an agreement with Local No. 34, subsistence, travel time and travel expenses shall be paid in accordance with the agreement between the Piledriving Contractors Association and Local No. 34.

15.00.00 ~~*SPECIAL WORKING RULES AND CONDITIONS FOR WORKING UNDERGROUND*~~

15.01.00 The provisions of this Section with respect to the work covered by this Section to the extent they differ from any specific provision in this Agreement shall supersede such provision and this Section as to such provision, shall control.

15.02.00 *Underground Rate.* Wage rates for Underground Work shall be in accordance with Section 01.03.06.

15.02.01 The underground straight-time hourly wage rate shall apply for the full shift and overtime of any Employee performing work underground.

15.02.02 ~~*Tunnel Shift Work.*~~ Second (2nd) or Special Single Shift shall be paid in accordance with Section 01.03.06. When three (3) shifts are employed for five (5) or more consecutive days (or less by mutual written agreement), seven and one-half (7-1/2) consecutive hours, exclusive of meal period, shall constitute a shift's work for which eight (8) hours shall be paid for all shifts.

15.03.00 These Special Working Rules and Conditions cover all work and equipment involved in the excavation and initial lining, if applicable, below the surface of the earth except open ditches, excavations and jacking operations under highways, railroads, embankments, etc., but not limited to tunnels, shafts, tunnel shafts, adits, raises, subways, chambers and underground installations including but not limited to power houses, storage facilities, offices, control centers or surge chambers including the lining of same which fall within the jurisdiction of the Union or require the operation of equipment of the kind or type covered by this Agreement. Where open cutwork is covered over or decked, regardless of the material or materials used, and men are required to work under such cover, they shall work and be paid in accordance with the terms and conditions of this Section for all excavation work.

15.03.01 For the purposes of this Section 15.00.00, tunnels, raises and shafts shall be defined as follows:

Tunnel. An underground excavation (lined or unlined) whose length exceeds its width the inclination of the grade from the excavation shall be no greater than 20° from the horizontal; should the inclination of grade from the horizontal exceed 20°, the excavation heretofore defined shall constitute a raise.

Shaft. An excavation (lined or unlined) made from the surface of the earth, generally vertical in nature, but may decline up to 75° from the vertical, and whose depth is greater than 15 feet and its largest horizontal dimension. For the purposes of this Section an underground silo shall be defined the same as a shaft.

15.03.02 *Tunnel Survey Work.* Subject to the provisions of Apprentice Manning beginning at Section 07.10.00, all tunnel survey work, including the use of Laser Beams, is work covered by this Agreement.

15.04.00 *Compensation for Travel Underground.* The Individual Employer shall pay Employees covered by this Agreement working underground on a portal-to-portal basis as follows: The hours of employment of such Employees shall commence at the portal of the underground work at which he is directed by the Individual Employer to report for work on his shift and shall end at such portal, except as provided in 15.05.01.

15.05.00 *Change House.* The Individual Employer shall establish and maintain a change house within a reasonable distance of each portal of the underground work. It shall be equipped with showers, toilet facilities, lockers and heating and drying facilities in accordance with the number of men in each crew. Each change house shall be constructed to

provide that all clothing will dry between shifts. The Individual Employer will reimburse Employees for clothing or personal belongings in an amount up to one hundred fifty dollars (\$150.00) in the event the change house is destroyed by fire, provided a claim form is filed as required by the applicable insurance company. This shall not apply to short dry tunnels, such as under highways or railroad embankments.

15.05.01 If the change house is located more than one thousand two hundred fifty (1,250) walkable feet from a portal, then the time of work shall start and end for pay purposes at the change house. This shall not affect the well established practice of Employees who are required to report before their regular starting time to fire up, grease, or maintain equipment, or are required to report early or remain after their regular shift. These Employees shall be paid at the applicable overtime rate which shall be reckoned by the hour and the half-hour.

15.06.00 *Special Clothing.* The Individual Employer shall furnish rubber clothing, boots, safety hats, or any other special gear required at no expense to the Employees. Such equipment shall be returned to the Employer in the same condition subject to reasonable wear and tear.

15.07.00 *Minimum Crews.* It is understood that there are various types and sizes of moles and mining machines which may necessitate increasing or decreasing the crew size, in which event the Individual Employer and the Union shall agree at the Pre-Job Conference upon the crew size to perform the operation and repair of said equipment. If the Individual Employer and the Union are unable to agree upon the crew size, the matter shall be referred for resolution in accordance with the provisions of Section 18.00.00 of this Agreement.

15.08.00 *Tunnel Safety.* In the event the Individual Employer requests a variance from the Tunnel Safety Order, other than electrical and/or diesel, such requests will be mailed to the Union at the same time such written request is mailed to the Division of Industrial Safety.

15.08.01 ~~*Manhaul Vehicles for Underground Work.*~~ Manhaul vehicles used for personnel transport, but not designed for this purpose, shall be provided with safe seating and side and end protection to prevent falls. Convenient means of mounting and dismounting the vehicles shall be provided. Adequate protection shall be provided during inclement weather. A bell or other means of communication with the operator shall be installed.

16.00.00 SAFETY

16.01.00 *No Limitation of Production.* Subject to all State and Federal rules and regulations governing or applicable to the safety of Employees, place of employment and operation of equipment, no rules, customs, or practices shall be permitted that limit production or increase the time required to do any work.

16.02.00 *Cooperation.* The Union shall cooperate with the Individual Employer in the carrying out of all such Individual Employer's safety measures and practices for accident prevention not in conflict with the provisions of this Agreement, and in carrying out and adhering to all of the applicable State and Federal safety laws. Any Employee may be discharged for knowingly failing to perform work in conformance with the Employer's Safety Code or as required by the State or Federal Safety Orders or other applicable statutes. The safety standards and rules contained herein are minimum standards and are not intended to imply that the Union objects to the establishment and imposition by the Individual Employer of additional or more stringent safety rules to protect the health and safety of the Employees. It shall be the exclusive responsibility of the Individual Employer to insure compliance with safety standards and rules.

Nothing in this Agreement is intended to make the Union liable to anyone in the event that injury or accident occurs.

16.02.01 Employees shall perform their duties in each operation in such a manner as to promote efficient operation of each particular duty and of any job as a whole, not in conflict with the provisions of this Agreement.

16.02.02 *Addiction Recovery and Substance Abuse Policy.* The Union, the Employer and Individual Employers have established a joint program which shall enable all parties to deal with drug and/or alcohol abuse problems from both a safety and productivity enhancement point of view as well as recognizing the individual rights and well being of each Employee. Said policy and program is set forth in Addendum C attached hereto and made a part hereof. The implementation of this policy is not mandatory by any Individual Employer, but once implemented, the program shall remain in effect unless otherwise agreed to by the Union and the Individual Employer.